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July 9, 2014

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**VIA E-MAIL AND U.S. MAIL**

Alex Gurza  
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**Re: Step IV Grievance: Violation of Article 19/Interpretation of  
Obligation to Bargain**  
File No.: 040507

Dear Alex:

The POA tried to avoid yet another fight with City labor relations over the proposed ballot language concerning Retirement Board governance. That held true in the letter submitted to you yesterday, wherein we stated our objections to part of the proposed ballot language but also highlighted a path down which the City could go in order to move forward on the remainder of the proposal. Yet in seeing your letter, later in the day yesterday to Mr. Platten, it continues an absurd approach to labor relations taken by this City, presumably under your direction. Chris gave you a line of authority—which mirrored what I put in correspondence back in April and May—establishing why the change in who determines the composition of the Police and Fire Retirement Board was within the scope of bargaining. Your letter completely ignores it despite purporting to answer all of Chris's concerns.

I suppose we should not be surprised, since despite touting how little time the City has left if it is to approve language at the August 5 Council meeting, labor relations has ignored the authorities we presented almost two months ago about why certain changes were within the scope of bargaining.

Give all of the above, and the further contents of my letters of April 7, May 14, June 3 and July 8 (all of which are attached) we seem to have a disagreement on two issues:

Alex Gurza

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1. Whether certain proposed changes in the June 20 draft ballot proposition fall within the scope of bargaining?
2. And, if so, whether the City efforts to move forward unilaterally on them constitute a violation of article 19 of the MOA?

Please consider this a Step IV grievance on those very issues.

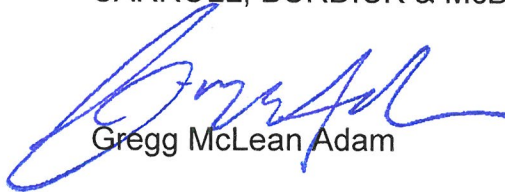
Because of the urgency of this situation, as described in your letter to Mr. Platten, please respond to this grievance by close of business on Friday. We do not have time to permit the full, normal consideration period under the MOA.

If we do not receive a response by Friday, we will move for Immediate Arbitration under Article 25.6.

With everything else going on, does the City really need to make us fight over this: Let us avoid fiddling, while Rome burns.

Very truly yours,

CARROLL, BURDICK & McDONOUGH LLP



Gregg McLean Adam

GMA:jo

Enclosures

cc: Ed Shikada, City Manager  
Jennifer Schembri, Deputy Director Employee Relations  
Richard Doyle, City Attorney  
Sean Kaldor, Chair, San Jose Police and Fire Retirement Plan Board  
Harvey L. Leiderman, Esq., Reed Smith LLP  
Jim Unland, President, San Jose POA  
San Jose POA Executive Board  
Christopher E. Platten Esq., Wylie, McBride, Platten & Renner